

K 8667

1,500 workers

10/1/2000 - 9/30/05

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AGREEMENT

ARTICLE I PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between Johnson Controls Northern New Mexico, L.L.C., Los Alamos Support Subcontract (hereinafter referred to as the "Company") and Local Union No. 412 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry (hereinafter called the "Union").

ARTICLE II PURPOSE

The purpose of this Agreement is to ensure industrial peace. To this end, it is recognized that there must be mutual understanding, harmony and cooperation among *employees and between employees and the Company*; that operations must be uninterrupted and duties faithfully performed, in order further, that the Company and its employees may fulfill their mutual and vital responsibilities to the public; and that the business of the Company must be operated with economy and efficiency, with due regard to competitive conditions. Any official requirements that are now or may be imposed in writing upon the Company, by its client or the governmental agency responsible for the operation of the Los Alamos National Laboratory will apply with equal force and effect to employees covered hereunder. However, the *above requirements shall be subject to or shall not violate the specific provisions of this agreement*. Copies of

the written requirements so imposed will be made available to the Union within a reasonable time and the Company and the Union agree to meet to discuss the matter to bring this Agreement into harmony with the requirements imposed.

ARTICLE III WORK AND EMPLOYEES COVERED

Section 1.

This Agreement shall cover all work performed by the Company or its successor under its contract with its client for subcontract support services at Los Alamos National Laboratory in the territorial and craft jurisdiction of the Union.

Section 2.

This Agreement covers employees of the Company carried under the following classifications: plumbers, steam fitters, pipefitters, gas fitters, sprinkler fitters, refrigeration fitters, lead burners, welders, water treatment fitters, and their apprentices, or any other classification coming within the recognized jurisdiction of the Union. The Company recognizes the Union's claim to jurisdiction more specifically enumerated in the current New Mexico Statewide Collective Bargaining Agreement, Article III, Section 3.1, 3.2, and 3.3 (incorporated by reference). However, the Company retains the right to assign work in accordance with Article XXVIII of this Agreement.

Section 3.

It is not the intent of the Company to subcontract out construction work that the Company can competently perform at the job site with its own employees. How-

ever, when the Company determines that it is necessary to subcontract out construction work, in order to meet the needs of its contract with its client, the Company will notify the Union and will give opportunity to bid on work to companies which are qualified to do the work and which employ workers represented by the Union. All subcontractors performing maintenance work coming under the jurisdiction of Local Union No. 412 shall abide by all economic terms and conditions of this Agreement. The Local Union's hiring hall shall have preferential hiring.

ARTICLE IV EFFECTIVE DATE - TERMINATION - AMENDMENTS

Section 1.

This Agreement shall become effective on October 1, 2000, and shall remain in full force and effect through the 30th day of September 2005. This Agreement shall continue in effect from year to year after the aforesaid expiration date unless changed or terminated as hereinafter provided. Written notice to reopen under this Section must be given by either party to this Agreement prior to sixty (60) days, but no more than ninety (90) days before the above date.

Section 2.

This Agreement shall be subject to amendment at any time by the mutual consent of the parties hereto. Any such amendments agreed upon shall be reduced to writing and signed by the parties.

Section 3.

It is expressly understood and agreed by the parties that

the Company in entering into this Agreement shall be bound only by the clear language hereof and not by any precedents, or practices, exclusive of jurisdictional practices, and binding arbitration awards which shall serve as a primary consideration in the assignment of work and work practices made by the Company, or previous "side agreements" either written or oral observed by the predecessor employer with the signatory Union unless such side agreements are directly incorporated into provisions of this Agreement. The only interpretations of the Agreement, which shall be valid and binding upon the parties, shall be those reduced to writing and signed by an authorized official of the Company and the affected individual Union. Further, it is understood and agreed that the Company shall have no obligation to deal with or liability arising from any specific instances or alleged breach or misapplication of or failure to fulfill obligations under the Collective Bargaining Agreement with the predecessor unless the Company has specifically agreed to assume any such obligations or liabilities and acknowledges such assumption in writing.

Section 4.

It is agreed that the provisions of this agreement relating to expenditure that may be subject to governmental approval will be submitted to the appropriate governmental agencies and are subject to such approval. In the event the Company encounters a cost disallowance, the Union agrees to negotiate replacement provisions.

ARTICLE V RECOGNITION AND EXCLUSIONS

Section 1.

The Company recognizes the Union as the exclusive

bargaining representative of its employees covered by this Agreement.

Section 2.

This Agreement shall not apply to the following employees of the Company: executives, superintendents, clerical personnel, guards or employees excluded by the Labor Management Relations Act of 1947, as amended.

Section 3.

The Company will utilize the Union's hiring hall as the source for maintenance and construction employees in accordance with Article XXXVIII.

ARTICLE VI RIGHTS OF MANAGEMENT

Section 1.

The signatory Union recognizes that the Company retains full and exclusive authority for the management of its operations and reserves and retains all rights and powers not expressly limited by some written provision of this Agreement, including, but not limited to, the exclusive right to make decisions on the operation of the Company and the right to hire, suspend, demote, transfer or discharge employees for just cause. The Company shall assign and schedule work and shall determine when overtime will be worked and may require reasonable overtime. The signatory Union also recognizes that their members working at this site are required to observe all rules and regulations not inconsistent with this agreement. The Company requires all employees to follow all safety regulations, security regulations, company policies, and work rules (provided employees have been

notified of said policies and work rules prior to implementation). The Company shall retain all existing rights of management and all rights conferred on it by law.

Section 2.

The Company and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency. Nothing shall be permitted that restricts production or increases the time or number of employees required to do the work, and no limitations shall be placed upon the amount of work which an employee shall perform or upon the use of any kind of machinery, tools or labor-saving devices; provided, however, that no employee shall be required to work under any conditions that are injurious to the employee's health or safety. The Company will not consider it a "restriction on production" if employees cannot perform work because of lack of tools, equipment, materials.

ARTICLE VII UNION SHOP

Section 1.

Pursuant to certification heretofore received by the predecessor parties from the National Labor Relations Board in Case No. 33-UA-71, the following provisions shall become immediately effective: All present employees of the Company coming under the jurisdiction of the Union, as set forth in Article III, Section 2, shall, as a condition of continued employment, become and remain members of Local Union No. 412 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry within forty-five (45) days after the date of the signing of this Agreement and shall re-

main members in good standing during the life of this Agreement.

Section 2.

All employees coming under the jurisdiction of the Union, as set forth in Article III, Section 2, hired after the date of the signing of this Agreement, shall, within forty-five (45) days, as a condition of continued employment, become and remain members of the Union in good standing during the life of this Agreement.

Section 3.

"Good standing", for the purpose of this Agreement, is interpreted to mean the payment or tendering of initiation fees and periodic union dues to an authorized agent of the Union. The Company will discharge any employee who fails to pay or tender the employee's initiation fees and periodic union dues to such authorized agent upon the written request of the Union itemizing the delinquent's account with the Union. The Union agrees to furnish one copy of the delinquent's account to the Company and one copy of the account to the employee whenever it so requests a discharge. The Union shall provide assurance to the employer that the same terms and conditions available to other employees of that craft have been extended to the delinquent employees.

ARTICLE VIII WORK SCHEDULES, OVERTIME AND HOLIDAY PAY

Section 1.

The regular work week shall be forty (40) hours, Monday through Friday, and the regular work day shall be eight (8) consecutive hours, exclusive of a lunch period,

which shall not exceed one (1) hour, normally to be completed between the hours of 6:00 a.m. and 5:00 p.m. Due to the nature and diversity of work being performed, the Company reserves the right to establish the starting and quitting times for all operations. The Union and the Company prior to implementation must mutually agree upon any changes outside these parameters. Twenty-four (24) hours notice will be given before changing the starting and quitting times for any operation. Continuous shift operations shall be eight (8) consecutive hours either inclusive or exclusive of a lunch period, which shall not exceed one (1) hour as determined by the Company.

Section 2.

Time and one-half shall be paid for overtime worked in excess of either (8) hours in any one day or forty (40) hours in any one week, and for all time worked on Saturdays and Sundays. On Davis/Bacon covered work, the rate of pay for Sunday overtime and for hours in excess of ten (10) hours in a day, will be double the base rate of pay. The overtime rate shall be paid for all hours worked continuously, exclusive of lunch period, after the regular eight (8) hour work day either until such time as the employee is afforded a break in work or until the commencement of the employee's regular shift, whichever occurs first. Saturday and Sunday provisions of this Section shall not apply to continuous shift operations.

Section 3.

When a day shift, a swing shift, or a graveyard shift are worked as a two (2) or three (3) shift operation continuously for more than five (5) consecutive days, the day shift shall be paid the regular classification straight time rate of pay, the swing and graveyard shifts shall receive pay fifteen (15) percent over and above the regular clas-

sification straight time rate. This Section applies only to regular continuous two-shift or three-shift operations of the Company. This section shall apply to all maintenance and Davis Bacon work.

Section 4.

The Union recognizes that an important part of the Company's contractual obligations to the Company's client involves the providing of emergency-type services. To perform these services, the Company may maintain a Call-Out List and/or Standby Duty List in those sections, operations or areas for which the Company deems it necessary. The Steward will assist the Company in ensuring that employees are available for the Call-Out and Standby Lists.

- (a) **Call-Out List.** Qualified employees wishing to volunteer for a Call-Out List may place their name on the List for call-out. When call-outs become necessary, names shall be selected from the list in order of rotation. In the event an insufficient number of employees volunteer for such Call-Out List, employees in the affected section, operation or area shall be added to the list in reverse order of seniority. The employees on the Call-Out List who refuse such work shall be subject to disciplinary action if the Company is unable to find other employees from the list to respond to the call-out. Employees called out to work after completing their regularly scheduled work shift shall be paid for such call-out, from the time of notification, a minimum of four (4) hours pay at the employee's classification straight-time hourly rate of pay plus safety premium pay if required by the assignment, or time and one-half (1-1/2) the employee's classifica-

tion straight-time hourly rate of pay, plus safety premium pay, if required by the assignment, for the call-out, whichever is greater.

- (b) **Standby Duty List.** Qualified employees wishing to volunteer for standby duty may volunteer for such duty provided they will be off duty during the period of time covered by the Standby Duty List and can travel to the job site within one (1) hour from the time called. If more than one (1) employee volunteers for such duty, it will be rotated among such employees in twenty-four (24) hour segments. In the event an insufficient number of employees volunteer for standby duty, employees in the affected section, operation or area shall be assigned standby duty on a twenty-four (24) hour rotation basis. Employees on standby duty must be available by telephone at all times during such duty. Failure to do so or failure to respond when called will subject the employee to disciplinary action. Employees on standby duty shall be paid four (4) hours pay for each twenty-four (24)-hour standby period if no work is performed. In the event the employee is called for work, the employee shall receive time and one-half (1-1/2) at the employee's classification straight-time hourly rate of pay, plus safety premium pay if required by the assignment from the time of notification for all hours in addition to the four (4) hours standby duty pay.

Section 5.

Overtime will be determined and assigned by the Company. Over each quarterly calendar period, overtime shall be distributed as equally as practicable among qualified employees in each section, operation, or craft as deter-

mined by the Company. Employees shall work a reasonable amount of overtime upon request unless prevented from doing so by a justifiable excuse as determined by the Company. At the end of each quarterly period, the Company will provide designated Steward's with a list showing overtime hours worked by employees in each section, operation or craft as appropriate. The stewards will assist the Company in ensuring that all overtime work is properly manned.

Section 6.

Employees shall report for work each working day, except when they have been notified not to do so by the Company, and shall receive two (2) hours pay applying to that day in the event there is no work. If an employee reports to work during the employee's regular scheduled hours, but is not afforded work, the 2-4-8 rule will apply. This section does not apply if the employee has been told not to report to work.

Section 7.

If the employee has not started to work and is sent home, the employee shall be entitled to two (2) hours at the applicable rate of pay. If the employee starts to work and is sent home before working four (4) hours, the employee shall be entitled to four (4) hours at the applicable rate of pay. If the employee works in excess of four (4) hours and is sent home, the employee shall be entitled to eight (8) hours at the applicable rate of pay.

Section 8.

All maintenance and construction employees covered by this Agreement shall be paid eight (8) hours at their regular classification straight time base rate of pay and shall

not be required to work on the following holidays falling on regularly scheduled work days Monday through Friday:

New Year's Day	ColumbusDay
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Energy Day

In the event an employee is required to work on any of the aforementioned holidays, the employee shall receive one and a half (1-1/2) the employee's classification straight time base rate of pay for all hours worked except if Davis/Bacon rates apply, the rate will be double the Davis/Bacon rate for all hours worked. If any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday; and those falling on Saturday shall be observed on the previous Friday. No work shall be performed on Labor Day except in case of extreme emergency. Where a holiday occurring within the period Monday through Friday falls outside the standard weekly work schedule of an employee working a special or rotating shift, a day within the employee's standard schedule will be designated as the holiday.

Section 9.

Employees covered by this Agreement shall be allowed necessary time off with pay to vote, not to exceed two (2) hours, if more than three (3) hours drive one-way in all home, county, state, and national elections, as per State or Federal Law.

Section 10.

Employees will be given at least one-half (1/2) hour and

not more than one (1) hour lunch period to start between the end of their third hour and the end of their fifth hour of work. If an employee should not be granted such lunch period during such time interval, the employee shall be granted one-half (1/2) hour lunch period on Company time during that work day. The provisions of this Section 10 shall not apply to employees who work continuously for eight (8) hours and are given opportunity to eat on Company time, this arrangement being subject to approval by the Union.

Section 11.

If an employee works beyond ten (10) continuous hours, not counting the regular lunch period, the employee shall be given thirty (30) minutes to eat on Company time after said tenth (10th) continuous hour of work, and if the employee works beyond four (4) continuous hours thereafter, the employee shall be given thirty (30) minutes to eat on Company time after each said fourth (4th) continuous hour of work. Lunches will be furnished by the Company under the circumstances outlined in this Section. If an employee works through said lunch, the employee shall receive the applicable overtime rate plus seven dollars (\$7.00) for each thirty-minute (30) lunch due.

Section 12.

Employees covered by this Agreement performing maintenance work may be allowed necessary time off without loss of pay for required jury duty or when subpoenaed to testify in any court case on behalf of the Los Alamos National Laboratory, or the Company, provided the employee is not a party to the case. The pay under this Section shall be figured at the regular classification straight time base rate of pay and shall not exceed forty

(40) hours in any one (1) week. Any fee received by an employee for such service, except that paid for travel and subsistence, shall be delivered to the Company, and if such fee is not so delivered, the Company shall not be obligated to pay an employee regular wages as defined in this Section. A copy of the summons must be attached to the employee's timesheet.

Section 13.

Four-day workweek Implementation of the four (4) day workweek will only apply with prior notification to the Union. The regular workweek will be forty (40) hours for four (4) consecutive days, Monday through Thursday. The regular workday will be ten (10) consecutive hours exclusive of the lunch period and will begin between the hours of 6:00 AM and 8:00 AM. The lunch period will start between the fourth (4th) and sixth (6th) hour and be at least one-half (1/2) hour and will not exceed one hour (1). Any employee who does not start the lunch break during this period will be paid one-half (1/2) hour at the time and one-half (1 1/2) wage rate.

- a. Time and one-half (1 1/2) shall be paid for all time worked on scheduled days off, Sundays and Holidays and in excess of ten (10) hours in any one (1) day. Davis/Bacon covered work in excess of ten (10) hours shall be paid at the rate of time and one half (1 1/2) up to twelve hours in any one day. All hours in excess of twelve hours in any one day, Sundays and Holidays shall be paid at the double time rate of pay.
- b. If any employee is not given work for the first one half (1/2) of any shift, five (5) hours, an employee will be paid for a full five (5) hours. If work extends into the second one half (1/2) of

the regular shift and work is not available for the full shift, ten (10) hours, an employee will be paid for the full ten (10) hours.

- c. Employees will report for work each working day and will receive two and one-half (2 1/2) hours pay in the event there is no work available. This payment will not occur if the employee was previously notified not to report to work on a particular day.
- d. *During weeks in which there is a holiday, all employees covered by this agreement shall be paid ten (10) hours at regular classification straight time base rate of pay for the holiday.*
- e. Vacation, sick leave and other paid absences may be taken in increments up to but not to exceed ten (10) hours.
- f. All maintenance employees covered by this agreement shall accrue leave on the basis of nine (9) hours for each four (4) week period as established by the Company.
- g. All maintenance employees covered by this agreement shall accrue sick leave at the rate of six (6) hours for each four (4) week period as established by the Company.
- h. All other articles and sections in the current Labor Agreement shall remain in effect.

ARTICLE IX PAID VACATIONS

Section 1.

All employees covered by this Agreement when performing maintenance work shall accrue vacation leave on the basis of nine (9) hours for each four (4) week period as established by the Company, provided such employees comply with the provisions of Article XIII.

Section 2.

Leaves of absence without pay shall not affect the eligibility of an employee for paid vacations, provided the employee has satisfied the requirements as set forth in Article XIII of this Agreement.

Section 3.

Vacation leave will be paid at the regular classification straight-time base rate of pay. When an employee requests advance payment for vacation leave at least two (2) working days prior to commencement of such vacation leave, such advance pay will be made.

Section 4.

Vacation time shall be taken in not less than one (1) hour amounts or multiples thereof, unless permission is granted by the Company to take a lesser amount. Vacation leave may accumulate in excess of two hundred fifty (250) hours provided that no more than two hundred fifty (250) hours may be carried into the next leave year. As used herein, "leave year" means the period beginning with the first complete work week, as designated by the Company in a calendar year to the beginning of the first complete regular work week, as designated by the Com-

pany, in the following calendar year. The Company shall not be obligated to pay for any vacation upon termination that has accumulated above two hundred fifty (250) hours plus the unused accumulation in the current leave year. Vacations must be taken at a time agreeable to the Company.

Section 5.

Vacation time shall be taken on a voluntary basis. Employees shall not be forced to use vacation time and will have the option of either taking vacation or leave without pay.

ARTICLE X SICK LEAVE

Section 1.

All employees covered by this Agreement when performing maintenance work shall accrue sick leave at the rate of six (6) hours for each four (4) week period as established by the Company provided such employees comply with the provisions of Article XIII.

Section 2.

Accumulated sick leave shall consist of "old accumulation" sick leave hours and "new accumulation" sick leave hours. *Old accumulation hours are those hours accrued as of June 30, 1976.* New accumulation hours are those hours accrued subsequent to June 30, 1976. An accounting of sick leave hours accrued and sick leave hours paid will be made as of the end of the thirteenth four-week period as established by the Company, or as of the date of termination, if applicable. An employee will have three (3) options at the end of the Company's annual

accounting period: (1) the employee may elect to be paid in full for all unused new accumulation to the employee's credit; or (2) the employee may elect to allow all of the employee's credited new accumulation to carryover to a subsequent annual period, but regardless of the option exercised no employee may enter a new annual accounting period with more than two hundred (200) hours of new accumulation. For example, an employee might build up an accumulation over a two-year period to the point that the employee would have a maximum credit of two hundred and fifty-six (256) hours at the end of the second annual accounting period, but the employee would have to accept payment at that point for all new accumulation hours in excess of two hundred (200) hours. At the end of the thirteenth four-week accounting period the Company will, within two (2) weeks from such date (or upon the employee's termination, whichever event occurs first) pay to the employee an amount equal to the employee's regular classification straight-time base rate of pay multiplied by the hours of new accumulation sick leave to be paid; (3) The employee may donate from his sick leave to the leave pool whereas employees who have exhausted their sick leave may draw up to one hundred (100) hours from the leave pool. If the pool is exhausted, no pool leave shall be granted. Once the leave is donated to the pool, the employee who donates said leave shall have no rights to the donated leave. The Company shall provide documentation to donating employees showing any donations to said sick leave pool.

Section 3.

Sick leave is granted only when an employee is unable to render service because of the employee's illness, disability, or quarantine resulting from the illness of an

other person or because of serious illness in the employee's immediate family as hereinafter set forth. Sick leave benefits will be granted only under the conditions outlined herein and within the spirit and intention of this Article. Abuse of this privilege by an employee will justify the Company in taking disciplinary action. Appropriate proof of the employee's illness, disability or quarantine resulting from the illness of another person and of serious illness in the employee's immediate family may be required. As a matter of policy, the Company will not normally require a medical certificate for the first day of illness; however, if, in the Company's opinion, an employee is abusing or has abused the employee's sick leave privileges, the Company may require a medical certificate, as long as employees are notified in advance, or other proof of illness from the first day of sick leave for such employee. Disputes over the Company's justification in the exercise of its prerogatives under this Article shall be subject to the grievance procedure outlined in Article XXI of this Agreement.

Section 4.

Emergency leave up to forty (40) hours without loss of pay may be granted as needed upon application by an employee and approval of the Labor Relations Manager or designee upon occurrence of serious illness of an individual within the immediate family or the employee. To the extent available, emergency leave will be charged first to an employee's old accumulation of sick leave hours and then to the employee's new accumulation sick leave hours for those hours not absorbed by the old accumulation. The granting of emergency leave because of serious illness in the immediate family will be confined to the following: mother, father, son, daughter,

an arbitrator. If mediation is not successful in resolving the dispute, an arbitrator will be selected without undue delay.

Section 2.

Any grievance not resolved in accordance with Section 1 after mediation may be referred to arbitration, provided notice is given to the other party within ten (10) working days of receipt of the Step 3 answer. The party requesting arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the panel, the parties shall meet and attempt to agree upon an arbitrator from the panel. If agreement cannot be reached, the parties shall meet and attempt to agree upon an arbitrator from the panel. If agreement cannot be reached, the parties shall alternately strike names from the list until only one name remains. This person shall be the arbitrator. The parties shall flip a coin to decide who makes the first strike from the panel.

Section 3.

The arbitrator shall have authority to resolve any grievance that is properly in arbitration under this procedure as specified in Section 1 but shall not have the authority to add to, detract from, alter or modify this Agreement or the terms of any individual craft agreement. Any decision of the arbitrator shall be final and binding on the parties. The parties shall share the expenses of the arbitrator equally.

Section 4.

The parties may extend the time limits in this Article by mutual agreement with such mutual agreement being in writing.

or the interpretation and application of any individual agreement between the Company and a signatory Union, excluding jurisdictional disputes, shall be settled under the following procedures.

Step 1.

When any employee covered by this Agreement feels a violation has occurred, the employee, through the employee's Union Steward, within five (5) working days after the occurrence of a dispute, shall give notice to the Company stating the Section alleged to have been violated. Failure to raise any dispute within five (5) working days of its occurrence renders the dispute null and void. The dispute shall be discussed between the aggrieved employee, the Union Steward and the Company representative within twenty-four (24) hours of notice. If the dispute is not settled, it may be referred to Step 2 within five working days following the Step 1 meeting.

Step 2.

The employee, the Union's designated representative and the designated representative of the Company shall meet as soon as reasonably possible and in any event within ten (10) working days after referral to Step 2. At this point the grievance shall be submitted in writing by the Union's designated representative. The Company shall give a written answer to the grievance within three (3) working days following this meeting.

Step 3.

The parties agree to mediation by a qualified F. M. C. S. mediator for all disputes prior to selection of

of sick leave, vacation leave, funeral leave, job injury benefits, paid holidays, (overtime or) a combination thereof for eighty (80) hours in each four (4) week period, as established by the Company, the employee shall be entitled to annual leave, sick leave, and emergency leave as provided in Articles IX and X. Employees who do not complete eight (80) hours at the straight time maintenance rate of pay shall accrue annual and sick leave on the pro-rata basis. This accrual shall be tallied at the end of the month, per the Company's regular schedule.

ARTICLE XIV JOB INJURY

Section 1.

Employees covered herein who sustain physical injury (except injuries causing immediate death) which is compensable under the Workmen's Compensation Act of New Mexico shall be paid by the Company eighty percent (80%) of the difference between the weekly compensation due to them pursuant to such law and their regular straight-time wages (eight (8) hours per day or forty (40) hours per week) in effect for their classification for the period of their disability occasioned by such injury, or until such time as a determination agreeable to the Company and the Union is made that such employee is totally, permanently disabled or partially, permanently disabled to such an extent that the employee cannot return to work for the Company in a position which will afford compensation identical with the employee classification assigned to such employee immediately prior to such injury, or until death of such injured employee, but not to extend beyond the period of days or weeks during which statutory compensation for disability is granted pursuant to such law and not in any event to exceed a

total of twenty-six (26) weeks. If an employee under this section is eligible for any other monetary benefits from a source funded in part by the Company, the benefits payable hereunder shall be reduced by the amount of such other benefit(s).

Section 2.

- (a) No compensation for job injury benefits, as provided in Section 1 of this Article, shall be paid by the Company to employees entitled to benefits thereunder for days on recognized holidays described in Section 8 of Article VIII.
- (b) There shall be no payment or credit on account of unused job injury benefits at the time of termination of the employee. The Company agrees that it will not terminate an employee during the period of actual disability occasioned by physical injury compensable under the Workmen's Compensation Act of New Mexico prior to the limitation periods set forth in Section 1, of this Article.

Section 3.

- (a) The Company may, in the exercise of its discretion, advance an employee accrued sick leave, subject to the terms and conditions of Article X hereof, or accrued vacation leave, subject to the terms and conditions of Article IX hereof, in the event an employee has incurred an injury which may be compensable under the Workmen's Compensation Act of New Mexico and which might thus entitle such employee to job injury benefits as provided in this Article.
- (b) The advancing of sick leave or vacation leave as

provided in this Section is not, however, intended to allow such employee compensation over and above that which such employee would normally receive were the employee being paid the employee's regular straight-time base rate of pay for actual services rendered.

- (c) In the event the Company should exercise such discretion and in the event it is agreed or determined as provided in the Workmen's Compensation Act of New Mexico, that such injury is compensable under said Act, the employee shall take job injury benefits as provided in this Article in lieu of sick leave or vacation leave so advanced; provided, that when job injury benefit payments are to be made by the Company to such employees there shall be deducted from all amounts previously paid because of sick leave or vacation leave advanced by the Company to the employee under this Section, and in addition, if the total amount paid by the Company to the employee on account of sick leave or vacation leave as provided in this Section exceeds the total amount which may be or become due and owing from the Company to the employee on account of job injury benefits as provided in this Article, the employee shall pay the difference to the Company. After such adjustments have been made, any remaining sick leave or vacation leave advanced by the Company to the employee under this Section will be reinstated by the Company to the account of the employee for the employee's use and benefit which may be taken by the employee subject to other terms and conditions of this Agreement.

- (d) In the event the Company should, in the exercise of its discretion, advance sick or vacation leave as hereinabove provided, and in the event it is subsequently agreed or determined, as provided in the Workmen's Compensation Act of New Mexico, that such injury is not compensable under said Act, the employee may retain for the employee's own use and benefit all accrued sick or vacation leave payments advanced by the Company under this Section.

Section 4.

Benefits under this Article shall be paid only to employees injured on the job and receiving treatment from medical providers approved by the Company. The Company may require an employee to be examined by a designated physician whose medical assessment of the employee's condition shall determine eligibility for benefits. The Company also may designate the authorized medical provider for the employee with a work related injury for the first sixty (60) days of treatment. The employee may change medical providers on or after the sixty-first (61) day of treatment; however, the employee must file a "Request for Change in Medical Provider" with the Workers' Compensation Administration with a Copy sent to the Company's Workers Compensation Specialist at least ten (10) days prior to the first appointment date with the new medical provider. Any expenses from this new provider or any other provider not authorized by the Company which are incurred prior to filing the "Request for Change in Medical Provider" and the ten (10) day waiting period, will be at the sole expense of the employee. Employees returning to work after an on-the-job injury and required to make follow-up medical visits must report to the Company's Worker's Com-

pensation Section so that the Company can make the appointment.

Section 5.

Light duty ¶ It is the Company's policy to provide work, to the extent practicable, to those craft employees who are medically restricted from the performance from the full scope of their assigned position (temporarily or permanently) as the result of an on the job injury or occupational illness, provided their services can be used effectively and safely. (i.e.: The performance of such alternate duties would not pose an unreasonable risk or harm to themselves or others.) The employer shall make reasonable efforts to employ craft employees assigned light duty within any of the Company's operations.

ARTICLE XV FUND CONTRIBUTION

The Company agrees to pay the contributions listed below for each employee covered by this agreement as negotiated or amended in the Statewide Collective Bargaining Agreement.

Section 1.

The Company will contribute the sum of two dollars and fourteen cents (\$2.14) for each hour paid by the Company to journeymen and apprentices covered by this Agreement to the Health and Welfare Fund of Local No. 412 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

Section 2.

The Company will contribute two dollars and sixty-five

cents (\$2.65) per hour paid to journeymen and apprentices covered by this Agreement to the Plumbers and Pipefitters National Pension Fund.

Section 3.

The Company will contribute ninety cents (\$.90) per hour paid to journeymen and apprentices covered by this Agreement to the New Mexico Pipe Trades Pension Fund, Plan B. In addition to the regular Company contribution, the employee may opt for a reduction of their basic hourly wage rate to be applied instead to the Pension Fund Plan B. The additional hourly amounts are \$.50, \$1.50 or \$2.75 to be a reduction in wage rates.

Section 4.

The Company will allow an employee deduction of fifteen cents (\$.15) per hour to the Industry Fund.

Section 5.

The Company will allow an employee deduction of two cents (\$.02) per hour to Build New Mexico.

Section 6.

The Company will contribute thirty-one cents (\$.31) to the Apprenticeship Training Fund.

Section 7.

The Company will allow an employee deduction of five cents (\$.05) to the International Training Fund.

Note: Sections 1 through 7 shall be paid in accordance with the following Article XVI Maintenance Wages and Wage Rates and fringes.

ARTICLE XVI MAINTENANCE WAGES AND WAGE RATES

Section 1.

The following classifications shall be paid the wages indicated:

<u>Wages:</u>	<u>10/01/00</u>	<u>10/01/01</u>	<u>10/01/02</u>	<u>10/01/03</u>	<u>10/01/04</u>
Lead Burner	\$22.50	\$23.37	\$23.96	\$24.73	\$25.55
Gas Fitter	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Pipe Fitter	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Plumber	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Steam Fitter	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Refrig. Fitter	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Sprinkler Fitter	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Wtr. Trt. Fitter	\$22.00	\$22.87	\$23.46	\$24.23	\$25.05
Material Lister	\$24.20	\$25.16	\$25.80	\$26.65	\$27.55
Foreman	\$24.20	\$25.16	\$25.80	\$26.65	\$27.55
Gen. Foreman	\$26.40	\$27.45	\$28.15	\$29.08	\$30.05
Expediter**					

<u>Eringes</u>	<u>10/01/00</u>	<u>10/01/01</u>	<u>10/01/02</u>	<u>10/01/03</u>	<u>10/01/04</u>
H & W	\$2.14	\$2.24	\$2.34	\$2.44	\$2.54
Nat'l Pension	\$2.65	\$2.90	\$3.15	\$3.40	\$3.65
Plan B	\$.90	\$.90	\$1.00	\$1.00	\$1.00
Training Fund	\$.31	\$.31	\$.40	\$.50	\$.60
Industry Fund	\$.05	\$.10	\$.15	\$.15	\$.15
BNM	\$.02	\$.02	\$.02	\$.02	\$.02
ITF	\$.05	\$.05	\$.05	\$.05	\$.05
Total Package	\$28.12	\$29.39	\$30.57	\$31.79	\$33.06

** Expediter shall receive twenty hours (20) per week Davis/Bacon wages and twenty hours (20) per week maintenance wages plus all fringes and benefits per the maintenance agreement.

All Apprentice Rates will be in accordance with the Union's current Statewide Collective Bargaining Agreement.

TEN SEGMENT APPRENTICESHIP PROGRAM

SEGMENT	WAGE
1*	40% + Package
2*	45% + Package
3**	50% + Package
4**	55% + Package
5**	60% + Package
6**	65% + Package
7***	70% + Package
8***	75% + Package
9***	80% + Package
10***	85% + Package

* No Pension

** No National Pension Fund

*** Full Fringes

Specific area wage shall be \$.80 above standard wage. The Specific area wage rate shall apply to all federally funded Davis-Bacon Projects coming under the jurisdiction of the Union in the following areas and/or job sites at Los Alamos, South Mesa, McGregor Range, White Sands Missile Range and/or proving grounds.

Section 2.

General Foreman shall receive not less than twenty percent (20%) above the journeymen rate and Foremen shall receive not less than ten percent (10%) above the journeymen rate.

Section 3.

Journeyman and apprentices employed for classifications not listed shall receive a scale comparable to the listed classifications.

Section 4.

Wages shall be paid at least once a week on the job within seventy-two (72) hours of the end of the pay period or be compensated at the regular straight time rate of pay eight (8) hours for each twenty-four (24) hour period thereafter, but not less than four (4) hours. An employee who is discharged shall be paid in full, after proper clearances are obtained, upon request during office hours. Employees that quit shall be paid all wages due to them on or before the next regular payday. Employees giving three (3) days notice of voluntary quit, shall be given their wages in full on the day of termination. Any tools or equipment checked out by any employee and not returned or accounted for by a Lost Tool Report prior to termination shall be charged to the employee and deducted from the employee's last paycheck, provided such employee authorized such deduction. Employees who are not provided with a secure place to lock up tools and equipment will not be held accountable for documented loss. In the event insufficient wages are due to pay for such tools or equipment or in the event an employee refuses to authorize such deduction, such employee shall not be eligible for rehire until such amounts are paid. Any employee terminating shall receive a minimum of two (2) hours pay at straight-time base rates to complete the clearance procedure or if more than two (2) hours are required to complete the clearance procedure, the employee will receive the actual hours necessary with pay at straight-time base rates.

ARTICLE XVII TOOLS

No employee covered by this Agreement shall be required to furnish tools.

ARTICLE XVIII FOREMEN

Section 1.

The selection of craft foremen and general foremen, including the number required, shall be entirely the responsibility of the Company. However, there shall be a sufficient number of foremen to ensure that work is performed safely. Foreman will not be required to supervise more than thirteen (13) journeyman and/or apprentices.

Section 2.

The Company may require foremen to work with their tools or deliver materials and/or equipment when, in the Company's opinion, it is advisable.

ARTICLE XIX STEWARDS AND UNION REPRESENTATIVES

Section 1.

The Union representative shall submit to the Company in writing the names and duties of the employees proposed for stewards. All stewards shall be working stewards. No more than one (1) steward may be appointed except by mutual agreement. The Company agrees that

the designated stewards shall be allowed a reasonable amount of time with pay to perform their steward's duties. The business representatives of the Union may have the shop steward accompany them whenever it is necessary to bring any disputes to the attention of the proper representatives of the Company or wish to hold any discussion concerning interpretation of this Agreement. In case of layoff, training, fitness, and ability being considered, the stewards shall be the last to go. The Company shall determine what shall be constituted as a reasonable amount of time to perform steward duties. Ten percent (10%) seems reasonable to establish a benchmark. Further evaluations of the time may raise or lower this percentage.

Section 2.

With prior notice, representatives of the Union shall be allowed access to any shop or job at any reasonable time where workers are employed under the terms of this Agreement, so long as such access does not impede operations and as security regulations permit.

Section 3.

Stewards shall not leave their assigned workstations without the permission of a designated member of management; permission shall not be unreasonably withheld. The Company agrees to provide reasonable transportation to stewards in the performance of their duties. Stewards shall log the date, amount of time, reason for time spent and submit this log to the Labor Relations Department on a weekly basis.

Section 4.

The employer superintendent, general foreman or foreman shall not discriminate against the steward. Upon written request of the Union, leave shall be granted to

employees who are elected officers or stewards of the Union. Annually the Company may request the Union to confirm the employee's continuation of Union leave.

ARTICLE XX SECURITY

The Union recognizes that the Company has certain obligations with its contracts with the Government pertaining to safety/security, and that safety/security is vital to the Company and the Union in completing their part in the Department of Energy (DOE) program. Therefore, in the event that the DOE, through its duly authorized representatives concerned with safety/security, advise or have advised the Company that any employee covered by this agreement is denied work on or access to classified information, material, restricted areas, a clearance, or removed from work due to safety concerns, it is mutually agreed between the Company and the Union that such employee shall be subject to any

action as to his employment. All requirements of this agreement shall be carried out in accordance with such security regulations as may be adopted from time to time to conform to regulations required in the performance of subcontract responsibilities.

ARTICLE XXI GRIEVANCE PROCEDURE

Section 1.

Any questions arising out of and during the term of this Agreement involving its interpretation and application

When an employee covered herein has received the employee's full regular straight-time compensation at the wage rates contained in Article XVI, Section 1 of this Agreement, for actual services rendered performing maintenance work or has been compensated by means

ARTICLE XIII ELIGIBILITY FOR CERTAIN FRINGE BENEFITS

Upon the death of an employee during the employees employment with the Company, provided the employee has had ninety (90) days service in the past year, the Company will pay to such deceased employee's surviving spouse, or if no spouse, to the employee's other dependents, a total sum equal to the employee's regular classification's straight-time base rate of pay multiplied by one hundred and sixty (160) hours. Such payment shall be made to the Beneficiary as designated by the employee. The Company will require a death certificate or other proof of death of the employee prior to payment of any benefits.

ARTICLE XII DEATH BENEFIT

in-law, legal or actual guardian, regardless of relationship, grandchildren, step-children or designated beneficiary. If funeral leave is requested because of the death of a guardian, the circumstances of the guardianship should be included in the request. The Company may, in its discretion, require employees to provide the Labor Relations Office with a list of immediate family members and to submit proof of death and relationship before granting leave.

Immediate family, as used in Section 1, will be confined to the following: mother, father, son, daughter, husband, wife, sister, brother, grandparents, mother-in-law, father-

Section 2.

Upon the occurrence of death in the immediate family of an employee and upon application by the employee to the Company's Labor Relations Manager or designated representative, the Company will allow up to a maximum of three (3) consecutive working days off without loss of pay based on eight (8) hours per day at the employee's regular classification base rate of pay for attendance at the funeral and/or winding up the affairs of the deceased. A maximum of five (5) consecutive working days off without loss of pay will be allowed if travel in excess of three hundred (300) miles is required. The amount of such funeral leave, within the limits set forth above, will be determined by the Company's Labor Relations Manager or designated representative and shall not be charged against other accrued paid leave, if any.

Section 1.

ARTICLE XI FUNERAL LEAVE

husband, wife, brother, sister, mother-in-law, father-in-law, stepchildren, grandparents, grandchildren, designated beneficiary and legal or actual guardian regardless of relationship. If the request for emergency leave is because of the illness of a guardian (anyone who legally or actually took the place of father or mother in relationship to the employee), the circumstances should be included in the request.

ARTICLE XXII NO-STRIKE - LOCKOUT

Section 1.

The Company and the Union agree to foster harmonious relations and settled conditions of employment. The *Company agrees that there shall be no lockout, and the Union and members covered by this Agreement agree there will be no strike against the Company during the period of this Agreement and that any differences which may arise between the above-mentioned parties shall be settled by the grievance/arbitration procedure outlined in the Agreement.*

Section 2.

Any employee or employees participating in any strike, slowdown, picketing, sympathy strike, or other activity in violation of this Agreement may be subject to disciplinary action up to and including discharge.

ARTICLE XXIII APPRENTICESHIP

Section 1.

The Agreement and Declaration of Trust (Amended) of the New Mexico Pipe Trades Joint Apprenticeship Fund between the Mechanical Contractors Association of New Mexico, and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union No. 412 is hereby incorporated by reference.

Section 2.

The Company shall contribute the sum of thirty-one cents (\$.31) per hour paid by employees covered by this Agreement to the New Mexico Pipe Trades Joint Apprenticeship

ship Training Fund and to include any increases negotiated to the Statewide Collective Bargaining Agreement or this agreement.

Section 3.

The Apprenticeship Training Program established under the Trust Agreement has the approval of the New Mexico State Joint Apprenticeship Council and Bureau of Apprenticeship and Training, and the U.S. Department of Labor.

Section 4.

The Apprenticeship Training Program complies with EEO requirements. Funds are used only for administration of the training program.

Section 5.

The Company will be furnished apprentices in accordance with provisions as established in "Standards of Apprenticeship for the Plumbing and Pipefitting Industry of the State of New Mexico" which have been approved by the New Mexico State Apprenticeship Council and Bureau of Apprenticeship and Training, U.S. Department of Labor. The Company will work with the Union to increase the use of apprentices and to increase the rotation of job assignments to meet the needs of the Company and to provide meaningful apprentice assignments. The Company and Union will meet to negotiate about apprentice matters, after the Union redesigns the Apprentice Program. Until changes are agreed upon, current apprentice rates and contributions to training will remain in effect. No more than three apprentices will be allowed in an eleven-worker crew. One apprentice may be employed in each shop employing one or more journeyman steadily, and one additional apprentice for every three (3) additional journeymen steadily employed

but not more than six (6) apprentices shall be employed in a shop.

Section 6.

All apprentices will rotate at six-month intervals within established Company departments and receive required training.

**ARTICLE XXIV
REPLACEMENT OF CLOTHING**

Any employee whose clothes or shoes are damaged during any period of work by unusual conditions of fire or exposure to chemical action to such an extent that they are no longer suitable for wear, or use, shall be furnished with suitable clothing or shall be authorized to purchase a replacement and be reimbursed therefore. Reimbursement is to be at replacement cost. This shall apply to clothing damaged through unusual circumstances, which are outside the control of the employee and is limited to work clothes appropriate for the job being performed.

**ARTICLE XXV
DUES DEDUCTION**

Section 1.

The Company shall, for the duration of this agreement and for any employee who submits a voluntarily signed authorization card, deduct from each pay period the Union membership dues, percentage of the employees gross wages, and/or any other authorized deductions and shall prior to the fifteenth (15th) day of the month, remit same to the Union or its designated agent. Such payment shall be made in the same check as fringe payments.

Section 2.

The Company shall be held harmless by the Union for any deductions made in good faith and forwarded to the Union or its designated agent.

ARTICLE XXVI EQUAL EMPLOYMENT OPPORTUNITY

Section 1.

The Company and the Union agree to provide equal opportunity without regard to race, color, religion, age, sex, national origin, physical or mental handicap, including the veterans of the Vietnam era, in all employment practices such as referral, transfer, on-the-job treatment, recruitment, layoff, termination, training, rates of pay or other forms of compensation.

Section 2.

The Company and the Union will each have Affirmative Action Plans leading to the employment of qualified persons in the above categories. In the event that the individual Affirmative Action Plans are inadequate or fail to achieve the results desired, then each party may seek such persons for employment and the other party agrees to full cooperation in the employment of such persons.

ARTICLE XXVII SAVINGS CLAUSE

In the event that any part of this Agreement is invalidated by implementation of governmental regulations, passage of legislation, or an award of a court of compe-

tent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. Those provisions of this Agreement so invalidated by legislation, regulations or court decisions may be the subject of a meeting to negotiate a replacement clause or paragraph only, except where forbidden by law. The parties hereto agree to cooperate fully to ensure that the work of the employer can, consistent with provisions of this Agreement and its appendices and supplements, be accomplished in accordance with all applicable laws and regulation of federal, state, and local governments.

ARTICLE XXVIII WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 1.

Work shall be assigned by the Company.

Section 2.

In assigning work covered by this Agreement, the Company will give due consideration to recognized craft jurisdictional lines, existing agreements, understandings and past practices. In the event of a dispute over any such assignment, the Company and Unions involved shall meet promptly to discuss the assignment. Any resolution shall be reduced to writing and signed by the Company and the Unions involved. In the event the dispute cannot be resolved by the parties, it shall be referred to the International President of each disputing Union for resolution.

Section 3.

The Company agrees to send notification to the Union prior to the assignment of work in dispute.

ARTICLE XXIX DISCIPLINE AND DISCHARGE

Section 1.

All employees hired after 1 July 1986 shall be on probation during the first forty-five (45) calendar days following their most recent date of hire and may be disciplined, discharged, or laid off by the Company with or without cause and without recourse by the employee or the Union to the grievance and arbitration provisions of this Agreement. However, upon request, the Company agrees to provide the Union with the names of employees terminated during the probation period and the foreman, superintendent, or other Company representative who reviewed such employee's work and employment. Employees covered by this Agreement who are laid off and later rehired for work covered by this Agreement shall not be required to serve a probationary period if they were employed by the Company for at least forty-five (45) continuous calendar days during the one year period preceding the date of hire.

Section 2.

Employees who have completed their probationary period will not be discharged or suspended, except for just cause. "Just cause" for immediate discharge without prior warning shall include, notwithstanding a safety concern, a refusal to comply with orders from supervisory personnel; theft; breach of security; bringing on to the Laboratory property at any time, or while on duty,

drinking, using or having on the person, any intoxicating beverage, illegal narcotic, dangerous drug or controlled substance (unless prescribed by a physician) or reporting to work under the influence of such beverages, drugs, or substances; fighting or being engaged in a fight on Laboratory property; falsification of employment application or other Company records, including time card entries; participating in a strike in violation of this Agreement; failure to report an accident or injury; unauthorized use of Company or Laboratory facilities or equipment; and *refusal to comply with written work or safety rules.*

Section 3.

All new Company policies and standard operating procedures will be provided to the Union prior to implementation.

**ARTICLE XXX
SAFETY AND HEALTH RULES
AND EQUIPMENT**

Section 1.

The Company shall continue to make reasonable provisions for the safety and health of employees during their hours of employment.

Section 2.

Employees shall take responsibility for their own safety by complying with all environmental, safety, and health rules established by the Company as long as employees are *notified prior to implementation of said policies.*

Section 3.

The Company shall provide all safety equipment required

by the Company, except safety shoes. Safety toecaps will be provided if required and determined by the Company to be adequate protection. When required by the nature of the work, the Company will supply each new employee with one (1) pair of safety goggles and one (1) pair of earplugs at the time of hire. Employees shall provide their own safety shoes or boots. Employees shall maintain all personal safety equipment in good repair and proper working order. With the exception of safety shoes or boots, safety equipment damaged during working hours in the normal course of duty or when worn out, will be replaced by the Company provided the employee turns in the damaged or worn out item.

Section 4.

It is hereby agreed that the National Institute of Drug Abuse (NIDA) guidelines as to positive levels for tested drugs shall be adopted and will be followed as they may change from time to time. These guideline levels will be incorporated into the Company's Drug and Alcohol Abuse Policy. It is understood that the Company's drug and alcohol abuse policy may be changed from time to time to maintain compliance with DOE orders. Written notification shall be given to the Union prior to implementation.

Section 5.

The Company will provide one (1) pair of safety toe shoes, not to exceed a retail price of one hundred-fifty (\$150.00) dollars per year, to employees who have not had a lost time work injury during the previous twelve (12) months. Employees, who, due to special orthopedic requirements, are unable to be fitted with the Company provided shoes, will be handled on a case-by-case basis.

ARTICLE XXXI TUITION REIMBURSEMENT

The Company agrees that employees wanting to take courses relating to their employment may be covered by the Company's tuition reimbursement program. The Company's decision pertaining to this program is not subject to the grievance procedure.

ARTICLE XXXII WORK RULES

Section 1.

Employees shall be at their place of work as designated by the Company at the starting time and shall remain at their assigned functions until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

Section 2.

Work practices not a part of this Agreement will not be recognized.

ARTICLE XXXIII JURISDICTION

Section 1.

Except as set forth in this article, it is agreed by the Company that employees covered by this Agreement shall not be required to perform any work that is under the jurisdiction of another union. It is specifically understood, however, not to be a jurisdiction violation for an employee to perform tasks that are incidental and nec-

essary to the completion of the primary job being performed.

Section 2.

Standby crew and featherbedding practices will not be tolerated. For specific functions (i.e., boiler repair, refrigeration work, pump maintenance, etc.) or for work in remote or isolated locations or in special cases, the Company may use a composite crew if more than one employee is needed. A "composite" crew means a work crew consisting of an equal or other appropriate number of journeymen or apprentices from each craft with jurisdiction over the work involved. Employees on composite crews shall perform the work over which their craft has jurisdiction but will also assist other crafts in the performance of incidental tasks. An employee on a composite crew shall not perform any work traditionally performed by another craft if such performance will create an unsafe condition. Employees on composite crews shall be paid at the applicable rate for their respective craft and shall report to and take instructions from a foreman designated by the Company. The Company will notify each Union involved before establishing such a crew and attempt to obtain their approval of the composition of the crew. The Union's objections to the Company's establishment or operation of a particular crew or the alleged abuse of composite crew operations shall be subject to full redress through the grievance procedure.

Section 3.

It is understood that whenever a particular craft employee is temporarily unavailable, or when such an employee is on order but has not arrived, or when circumstances beyond the control of the Company or Union renders such an employee unavailable the Company may require an

employee to perform maintenance work in a different pay classification or craft. For such work, the employee shall receive the rate applicable to the classification or craft to which the employee is assigned or the employee's regular rate of pay, whichever is greater, based on increments of thirty (30) minutes. Employees shall not be assigned work under this clause if to do so will create an unsafe condition. It is the intent of this Section to eliminate problems that arise from time to time when a particular craft is unavailable and it is not intended to reduce employment opportunities or alter traditional craft jurisdictions. Such assignments shall not exceed thirty (30) minutes on any particular job.

ARTICLE XXXIV REDUCTION IN FORCE

In the event the Company determines that a reduction in force is necessary, probationary employees will be laid off first. If additional layoffs are necessary, they will be made by the Company in accordance with its reduction in force policy. The Company shall issue and submit a termination notice to the Union for every terminated employee at time of termination. Notices shall be supplied by the Union.

ARTICLE XXXV CONSTRUCTION WORK

Section 1.

The Company agrees to pay the appropriate building and construction wage rate and applicable benefits for any and all non-Davis Bacon fabrication of items to be in-

stalled by Company employees on Davis Bacon work at the Department of Energy, Los Alamos facilities. It is agreed that this provision does not change the rights and obligations of either party in regard to the utilization of manpower.

Section 2.

The Company agrees to pay the wage rates and fringe benefits as applicable to the Santa Fe, New Mexico area, for all Davis Bacon construction work when they become effective under the Statewide Collective Bargaining Agreement between the Mechanical Contractors Association of New Mexico and the Unions. In addition, the Company will pay eighty cents (\$.80) above the published Santa Fe wage rate. The total wage and fringe package will total eighty cents above the DOL published wage and fringe package for Santa Fe for Davis Bacon work.

ARTICLE XXXVI EMPLOYEE BENEFIT FUNDS

Section 1.

In addition to the other provisions of this Agreement, the Company adopts and shall apply to construction work the following terms and procedures from the current Statewide Collective Bargaining Agreement, between the Mechanical Contractors Association of New Mexico and the Union or its successor agreement.

Section 2.

- | | |
|---|--------|
| A. New Mexico Pipe Trades Health and Welfare Trust Fund | \$2.14 |
|---|--------|

B. Plumbers and Pipefitters National Pension Fund	\$2.65
C. New Mexico Pipe Trades Pension Fund Plan B	\$. 75
D. New Mexico Pipe Trades Joint Apprenticeship Fund	\$.31
E. Industry Fund*	\$. 15
F. Build New Mexico**	\$.02
G. International Training Fund**	\$. 05

Note: * Industry Fund Contributions shall be paid @ \$.05 increments effective April 1, 2001, April 1, 2002, April 1, 2003.

**Build New Mexico and International Training Fund shall become effective April 1, 2001

In addition to the amount contributed to the New Mexico Pipe Trades Pension Fund Plan B by the Company, the employee may opt to contribute an additional hourly amount of \$.50, \$1.50 or \$2.75. This amount shall be a reduction in the employee's base hourly wage.

Section 3.

The Company shall make payments to the New Mexico Pipe Trades Health and Welfare Trust Fund, the Plumbers and Pipefitters National Pension Fund, the New Mexico Pipe Trades Pension Trust Fund Plan B (Defined Contribution), Industry Fund, Build New Mexico, 401-K, the International Training Fund and the New Mexico Pipe Trades J.A.T.C. Trust Fund for each hour worked by each Journeyman and apprentice whose work

is covered by this Agreement in the amounts specified in this Agreement.

Section 4.

The Company shall comply with all terms and provisions of each trust agreement establishing the respective Employee Benefit Funds and shall comply with all uses and regulations promulgated by the Trustees of the funds.

The Company, the Union and all other employees covered by this Agreement agree to be bound by all the terms of the trust agreements creating the Health and Welfare Fund, the Pension Trust Funds, the J.A.T.C. Fund, Industry Fund and the Build New Mexico Fund as amended, and by all the actions and rules of the Trustees administering such funds in accordance with the trust agreements and regulations of the Trustees, provided that such trust agreements, actions, regulations and rules shall not be inconsistent with this Agreement. (See separate Declarations of Trust Documents. Said declarations of Trust Documents are hereby incorporated by reference the same as if it were expressly set forth herein.) Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 5.

On or before the fifteenth (15th) day of each calendar month, the Company shall prepare and transmit to the Fund Manager of the Employees Benefit Funds, a report showing the number of hours worked and gross wages by each employee covered by this Agreement during the payroll periods ending in the preceding calendar month. Such report shall include the social secu-

rity number of each employee. The report shall be in such form as shall be prescribed by the Trustees of the New Mexico Pipe Trades Funds.

Section 6.

Upon being advised by the Administrative Office of the benefit funds that an Employer is delinquent in payments to be made for a period of more than forty-five (45) days, the Union shall be authorized to remove the employees from the job or shop of any such Employer notwithstanding the provisions of Article XXII of this Agreement.

ARTICLE XXXVII CROSSOVER

The Company and the Union shall agree to full and unlimited crossover between Davis/Bacon and maintenance. Fringe benefits, and accruals shall be paid in accordance with Article XIII of this agreement when working maintenance.

ARTICLE XXXVIII HIRING HALL PROCEDURE

The Company agrees to be bound by the hiring hall referral procedure as established by Local Union No. 412 for its entire jurisdiction. Said referral procedure is hereby incorporated by reference, the same as if it were expressly set forth herein, and is hereby made a part of this Agreement. The Company acknowledges receipt of a copy of said referral procedure. This referral procedure may not be modified during the term of this Agreement, except by mutual agreement.

ARTICLE XXXIX UNION SHOP

Section 1.

All present construction employees of the Company coming under the provisions of this Agreement shall, as a condition of continued employment, become members of the Union immediately after the seventh (7th) day following the date of the signing of this Agreement and shall remain members in good standing during the term hereof. All employees coming under the provisions of this Agreement, hired after the date of the signing hereof, shall, as a condition of continued employment, become members of the Union immediately after the seventh (7th) day following the date of their employment and shall remain members of the Union in good standing during the term hereof.

Section 2.

"Good Standing," for the purpose of this article, is defined to mean the payment or tendering of initiation fees and periodic union dues uniformly required to an authorized agent of the Union. The Company will discharge any employee who fails to obtain and/or maintain membership as provided above, upon the written request of the Union, itemizing the delinquent's account with the Union. A copy of such request shall be provided to the employee. The Company shall discharge such employee within seven (7) days after receipt of notice provided above. The Union shall provide assurance to the Company that the same terms and conditions available to other employees in its jurisdiction have been extended to the delinquent employee.

ARTICLE XL DUES DEDUCTION

Section 1.

The Company shall, for the duration of this agreement and for any employee who submits a voluntarily signed authorization card, deduct from each pay period the Union membership dues, percentage of the employees gross wages, and/or any other authorized deductions and shall, prior to the fifteenth (15th) day of the month, remit same to the Union or its designated agent. Such payment shall be made in the same check as fringe payments.

Section 2.

The Company shall be held harmless by the Union for any deductions made in good faith and forwarded to the Union or designated agent.

ARTICLE XLI WELDING TEST

Section 1.

When a welding test is required by the Company, it is agreed that the employee while taking such a test shall be in the employ of the Company.

Section 2.

No welder shall be disqualified unless the ribbons are cut, pulled, or bent in the presence of the welder who made them.

Section 3.

The welding certification requirements of the Company shall be posted in plain view in the test booth prior to the

administration of any test. Job Stewards shall have access to testing booths.

Section 4.

Any employee hired as a welder, where a test is required as a condition of employment, shall be tested within five (5) working days of their date of hire. Furthermore, no individual employee or employees shall be discriminated against in the administration of or requirements for such welding tests.

It is agreed that the provisions of Section 4, requiring testing within five (5) days during initial employment, do not preclude additional testing, thereafter, for special welding procedures.

ARTICLE XLII SUPERVISION

Section 1.

General foremen, and foremen shall be selected solely by the Company.

Section 2.

Foremen may perform journeymen's work along with the crew under their supervision if no more than five (5) employees are under their supervision in the crew.

Section 3.

Any foreman supervising work on which two and up to thirteen (13) journeymen are employed shall receive not less than ten percent (10%) per hour above the journeymen's rate of pay. Any journeyman in charge of a job to give instructions and lay out work for other journeymen shall be classified as a foreman, and shall re-

ceive foreman's pay. General foremen shall receive not less than twenty percent (20%) per hour above the journeymen's rate of pay. No foreman will be allowed to supervise more than a total of thirteen (13) journeymen and/or apprentices. No more than three (3) apprentices will be allowed in all thirteen (13) worker crews.

Section 4.

A general foreman may have up to five (5) foremen and their crews under the general foreman supervision. When more than five (5) foreman are required, there shall be two (2) general foremen. No General foreman will be required to work with the tools, while working in the capacity of a General foreman, but will be permitted to work with tools if mutually agreed between the Company and the Union, when not working in the capacity of a general foreman.

ARTICLE XLIII SHOW UP PAY

Section 1.

If an employee is dispatched to work by the Union, the 2-4-8 rule will apply. This section does not apply if the employee has been told not to report to work. If the employee has not started to work and is sent home, the employee shall be entitled to two (2) hours pay at applicable rate of pay. If the employee starts to work and is sent home before working four (4) hours, the employee shall be entitled to four (4) hours at the applicable rate of pay. If the employee works in excess of four (4) hours and is sent home, the employee shall be entitled to eight (8) hours at the applicable rate of pay as long as employee can meet requirements of requisition.

Section 2.

For construction work, if the provisions of Article XXXV through Article XLIII are in conflict with other provisions of this Agreement, the provisions of these Articles shall prevail.

Signed this 2nd day of October, 2000

Johnson Controls Northern
New Mexico, L.L.C.
United Association of
Journeymen

Los Alamos Support
Subcontract and Apprentices
of the Plumbing and
Pipefitting Industry Local
Union No.412

BY: [Signature]
Manager, Labor Relations

BY: [Signature]
Business Manager

BY: [Signature]
Lead, Labor Relations

BY: [Signature]
Business Representative

BY: [Signature]
Financial Secretary/Treasurer

APPROVED:

BY: [Signature]
General Manager